REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-39 will be pending. By this amendment, claims 1, 14, 19, 26, and 37 have been amended. No new matter has been added.

Information Disclosure Statement

Section 3 of the Office Action states that there is a discrepancy in the prior-submitted IDS. The corrected PTO/SB/08a form is attached herewith.

§103 Rejection of Claims 1-4, 8-18, 26-30, 32 and 36

In Section 6 of the Office Action, claims 1-4, 8-18, 26-30, 32 and 36 stand rejected under 35 U.S.C. §103 as being unpatentable over Outten *et al.* (U.S. Patent No. 7,024,466; hereinafter referred to as "Outten") in view of Abburi *et al.* (U.S. Patent Pub. No 2003/0084306; hereinafter referred to as "Abburi").

In the Background Section of the Specification, it was stated that "[a]udio and video media content, such as music and movies, is becoming increasingly available in various digital forms, such as in electronic files stored on optical storage (e.g., CDs and DVDs) or magnetic storage (e.g., hard disks). The digital content provides both high quality of reproduction and convenient access for users. Another benefit of digital content is that it is typically easy to create a high quality copy of the content. Users enjoy accessing the digital content through various devices in multiple locations. However, content owners are often concerned with uncontrolled and unauthorized copying and resulting potential problems, such as piracy." *Background of the*

Specification, paragraph [0002].

Addressing the above-stated issues, independent claim 1, as amended, recites a method of presenting content data as follows:

> A method of presenting content data, comprising:
>
> *receiving* at a client in connected to a hub network a present request indicating locked content data;
>
> *checking* a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,
>
> wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to a hub network; and
>
> *presenting* said locked content data through a presentation component connected to said client when said locked content data is a bound instance.
>
> (emphasis added)

Therefore, a method of presenting content data including the above features has at least the advantage that a license corresponding to the locked content data is checked to determine if the license permits the client to present the locked content data, wherein the locked content data is a bound instance if the license permits presentation of the locked content data by the client connected to a hub network; and the locked content data is presented through a presentation component connected to the client when the locked content data is a bound instance.

The above limitations are disclosed in the specification in relation to the difference between the discrete and bound instances. For example, "[a]s discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device

cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance." *Specification, paragraph [0030], emphasis added.*

Claim 1 is directed to address the above-discussed problems of the content owners being concerned with uncontrolled and unauthorized copying but allowing presentation of the content within an authorized network of devices (e.g., on a hub network). By binding the license to a hub network, the licensee can enjoy the content on any number of authorized devices connected to a network rather than having to download additional license later or initially delay downloading the license so that the license can be downloaded to a different machine later. As discussed above, by binding the license to a hub network, a bound instance of locked content data bound to one hub network is created, wherein the bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. Thus, with a license bound to a

hub network, locked content data present on a client device can be presented, copied, and/or otherwise processed when the client device is connected to the hub network. However, if the client device is disconnected from the hub network, the locked content data is no longer a bound instance, and therefore, the client device cannot present, copy, and otherwise process the locked content data.

By contrast to claim 1, Outten is concerned with protecting content in an environment where delivering large numbers of large files to many users over a wide region. "Accordingly, there is an industry demand for an efficient manner of providing an on-line service for delivery [of] large numbers of large files, for example, to many users over a wide region." *Outten, column 2, lines 24-27.* For example, Outten discloses on *column 8, lines 36-52* that "[w]hen the license purchase has been successfully completed, the main website may query whether the user wants to download the purchased license immediately to the machine being currently used by the user, or to download the license later to a different machine. In one embodiment, the purchased license will be valid only on the machine to which the license is initially downloaded. As described in more detail below, security features may operate to associate the license with the selected content item (for example, movie), the machine initially receiving the license, and the media player tool on that machine. This creates a relationship between the license, the selected content item (for example, movie) and the particular machine receiving the license, so that the content item (for example, movie) can only be accessed or viewed (without purchasing another license) on that particular machine, with the media player tool on that particular machine.

Outten also discloses on *column 17, lines 29-46* that "[w]hen the user purchases the license, the user may be provided with a choice between downloading the purchased license immediately to the UND being currently used by the user, or downloading the license later to a

different machine. This choice may be presented as selectable options, for example, on an interface (such as a website as described above). If the user selects to immediately downloads the license, the license will be bound to the current UND and media player tool installed on that machine. If the user were later to place a copy of the downloaded content item (for example, movie) and license on a different machine, the license would not be valid and could not be enabled to allow the user to access the content item (for example, view the movie). If the user wants to access the content item (for example, view the movie) on a different machine from the machine that the user is currently using, the user may download the license later directly to that other machine." UND stands for user network device. Therefore, it is clear that the license issued in Outten is specific to a machine or device (e.g., a UND). Outten merely allows the user to download license to a different machine at a later time.

By contrast to claim 1, Abburi states, in relevant part, that "[t]he present invention provides a roaming service that allows a license to access content to be bound to a plurality of computers. In accordance with the invention, a user may enroll with a license synchronization server, the computing devices that he wants to participate in the roaming service. Typically when a user acquires licensed content, the user will acquire a license to access the content. Typically, the license the user receives is cryptographically bound to the device that receives the license, and is usable only on that device. In accordance with the invention, software that runs on the device contacts a license synchronization server and uploads a copy of the license. The license synchronization server then provides a copy of the license to the user's registered devices. The copies provided to the respective devices are cryptographically bound to those respective devices, rather than to the device that originally received the license." *Abburi, Paragraph [0020]*. Abburi further states that "[t]he present invention synchronizes licenses so that all the

computers enrolled in the service belonging to or used by a particular user have the same set of licenses." *Abburi, Paragraph [0024]*. Thus, in Abburi, a license to access content is bound to a plurality of computers. In Abburi, by binding the license to the plurality of computers, content can be presented, copied, and/or otherwise processed even if the computers are not connected to the hub network.

Given the above discussion, applicants respectfully disagree with the Examiner's characterization that a combination of Outten and Abburi provides that "[b]inding a license to a network is interpreted as enabling a plurality of computers within a network to access content such that no one license for the content is exclusively bound to any one computer."

Firstly, Abburi discloses "providing a roaming service that allows a license to access content to be bound to a plurality of computers ... so that all the computers enrolled in the service belonging to or used by a particular user have the same set of licenses." Thus, a combination of Outten and Abburi, by binding the license to the computers, teaches that content can be played or copied even if the computers are not connected to the hub network. Secondly, as discussed, the combination of Outten and Abburi teaches away from the notion that no one license for the content is exclusively bound to any one computer. The combination teaches that "all the computers enrolled in the service belonging to or used by a particular user have the same set of licenses." Therefore, Outten and Abburi, individually or in combination, fail to disclose all limitations of claim 1.

Based on the foregoing discussion, claim 1 should be allowable over Outten and Abburi. Independent claims 14 and 26 include above-discussed relevant limitations for claim 1 in substantially similar forms. Therefore, claims 14 and 26 should also be allowable over Outten and Abburi. Since claims 2-4, 8-13, 15-18, 27-30, 32 and 36 depend from one of independent

claims 1, 14, and 26, claims 2-4, 8-13, 15-18, 27-30, 32 and 36 should also be allowable over Outten and Abburi.

Accordingly, it is submitted that the rejection of claims 1-4, 8-18, 26-30, 32 and 36 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 5-7

In Section 29 of the Office Action, claims 5-7 stand rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Abburi and further in view of Tran *et al.* (U.S. Patent Pub. No. 2003/0212905; hereinafter referred to as "Tran").

Based on the foregoing discussion regarding claim 1, and since claims 5-7 depend from claim 1, claims 5-7 should also be allowable over Outten and Abburi. Further, Tran is merely cited for allegedly teaching "a license confirmation request as well as a license information file that client transmits to a server". Therefore, claims 5-7 should be allowable over Outten, Abburi, and Tran.

Accordingly, it is submitted that the rejection of claims 5-7 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 19-24

In Section 33 of the Office Action, claims 19-24 stand rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Abburi and further in view of Higashi *et al.* (U.S. Patent Pub. No. 2002/0107806; hereinafter referred to as "Higashi").

Based on the foregoing discussion regarding claim 1, and since independent claim 19

includes above-discussed relevant limitations for claim 1 in substantially similar forms, claim 19 should also be allowable over Outten and Abburi. Since claims 20-24 depend from claim 19, claims 20-24 should also be allowable over Outten and Abburi. Further, Higashi is merely cited for allegedly teaching "receiving a copy request". Therefore, claims 20-24 should also be allowable over Outten, Abburi, and Higashi.

Accordingly, it is submitted that the rejection of claims 19-24 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 25

In Section 40 of the Office Action, claim 25 stands rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Abburi and further in view of Higashi and further in view of Evans *et al.* (U.S. Patent Pub. No. 2003/0236978; hereinafter referred to as "Evans").

Based on the foregoing discussion regarding claim 19, and since claim 25 depends from claim 19, claim 25 should also be allowable over Outten, Abburi, and Higashi. Further, Evans is merely cited for allegedly teaching "that a client stores a revocation list". Therefore, Outten, Abburi, Higashi, and Evans, individually or in combination, fail to teach or disclose all limitations of claim 25.

Accordingly, it is submitted that the rejection of claim 25 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 31

In Section 42 of the Office Action, claim 31 stands rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Saito *et al.* (U.S. Patent No. 6,665,303; hereinafter referred to as "Saito").

Based on the foregoing discussion regarding claim 26, and since claim 31 depends from claim 26, claim 31 should also be allowable over Outten. Further, Saito is merely cited for allegedly teaching "a home network connected to a telephone network". Therefore, Outten and Saito, individually or in combination, fail to teach or disclose all limitations of claim 31.

Accordingly, it is submitted that the rejection of claim 31 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 33 and 35

In Section 44 of the Office Action, claims 33 and 35 stand rejected under 35 U.S.C. §103 as being unpatentabe over Outten.

Based on the foregoing discussion regarding claim 26, and since claims 33 and 35 depend from claim 26, claims 33 and 35 should also be allowable over Outten.

Accordingly, it is submitted that the rejection of claims 33 and 35 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 34

In Section 47 of the Office Action, claim 34 stands rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Abburi and in further view of Brewer *et al.* (U.S. Patent No. 5,918,016, hereinafter referred to as "Brewer").

Based on the foregoing discussion regarding claim 26, and since claim 34 depends from claim 26, claim 34 should also be allowable over Outten and Abburi. Further, Brewer is merely cited for allegedly teaching "a mobile computer connected to a second network medium". Therefore, Outten, Abburi, and Brewer, individually or in combination, fail to teach or disclose all limitations of claim 34.

Accordingly, it is submitted that the rejection of claim 34 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claim 37

In Section 49 of the Office Action, claim 37 stands rejected under 35 U.S.C. §103 as being unpatentabe over Outten in view of Abburi and further in view of Peinado (U.S. Patent Pub. No. 2006/0259770)

Based on the foregoing discussion regarding claim 1, and since independent claim 37 includes above-discussed relevant limitations for claim 1 in substantially similar forms, claim 37 should also be allowable over Outten and Abburi. Further, Peinado is merely cited for allegedly teaching "a method of checking a root license". Therefore, Outten, Abburi, and Peinado, individually or in combination, fail to teach or disclose all limitations of claim 37.

Accordingly, it is submitted that the rejection of claim 37 based upon 35 U.S.C. §103 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,
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Dated: February 1, 2008 By: _____

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